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CARRIERS — CUSTODY AND CONTROL OF GOODS — WHEN CARRIER BECOMES A WAREHOUSEMAN. — The plaintiff shipped goods over the defendant railroad consigned to his own order, the purchaser to be notified. The purchaser refused to accept the goods but the carrier failed to notify the plaintiff thereof. The goods were stored and accidentally destroyed by fire. *Held*, that the carrier is liable. *Nashville, Chattanooga & St. Louis Ry. Co. v. Dreyfuss-Weil Co.*, 150 S. W. 321 (Ky.).

There are several views as to when a carrier's absolute liability ceases and becomes a liability only to use due care. In some jurisdictions it ceases when the carrier deposits the goods at their destination. *Thomas v. Boston & Providence R. Corp.*, 51 Mass. 472; *Merchants' Dispatch Transportation Co. v. Hallock*, 64 Ill. 284. A more scientific view is that a reasonable time for removal must be given. *Wood v. Crocker*, 18 Wis. 345; *Burr v. Adams Express Co.*, 71 N. J. L. 263, 58 Atl. 609. It seems well settled, however, that after the consignee refuses the goods, the carrier is liable to the consignor only as warehouseman for due care. *Hathorn v. Ely*, 28 N. Y. 78; *Stapleton v. Grand Trunk Ry. Co.*, 133 Mich. 187, 94 N. W. 739. Therefore the carrier should not be liable for a loss occurring after failure to notify the consignor of this refusal unless the failure to do so is negligence causing that loss. *Kremer v. Southern Express Co.*, 6 Cold. (Tenn.) 356; *American Sugar-Refining Co. v. McGhee*, 96 Ga. 27, 21 S. E. 383. *Contra*, *American Merchants' Union Express Co. v. Wolf*, 79 Ill. 430. In the principal case, however, the court, treating the purchaser as consignee, seems to consider that the liability as carrier continues until the consignor is notified. It is submitted that this reasoning is unsound. The same result could properly have been reached by holding the carrier under a duty to use due care in notifying the consignor, a breach of which duty constituted negligence. *American Sugar-Refining Co. v. McGhee*, *supra*.

CARRIERS — STATE REGULATION — CONSTITUTIONALITY OF STATUTE PROVIDING REDUCED RATES FOR MILITIA. — A statute provided that the militia while traveling under orders should be carried at less than the regular maximum passenger fare. The rate was admitted by the carrier to be compensatory. *Held*, that the statute is constitutional. *State v. Chicago, Milwaukee, & St. Paul Ry. Co.*, 137 N. W. 2 (Minn.). See NOTES, p. 360.

CARRIERS — STATE REGULATION — CONSTITUTIONALITY OF STATUTE REQUIRING POLICEMEN TO BE CARRIED FREE ON TROLLEY CARS. — A statute provided that policemen should be carried free on the cars of street railway companies. *Held*, that the statute is constitutional. *State v. Sutton*, 84 Atl. 1057 (N. J.). See NOTES, p. 360.

CONFLICT OF LAWS — MAKING AND VALIDITY OF CONTRACTS — CONTRACT CONCERNING LAND: WHAT LAW GOVERNS VALIDITY. — A contract made in Minnesota for the sale of Colorado land contained a provision for forfeiture which was invalid by Minnesota law. The Minnesota court applied the local law. *Held*, that this does not deprive the plaintiff of his rights under the United States Constitution. *Selover, Bates & Co. v. Walsh*, 226 U. S. 112, 33 Sup. Ct. 69.

For a discussion of the principles involved, see 21 HARV. L. REV. 365; 22 *id.* 534.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — LIMITING THE USE TO WHICH PROPERTY MAY BE PUT. — A statute authorized city councils, in their discretion, to prescribe and establish building lines along streets. A city council passed an ordinance that one of its committees should establish a building

line along the side of a street whenever the owners of two-thirds of the abutting property should so request in writing. *Held*, that the ordinance is unconstitutional. *Eubank v. City of Richmond*, 226 U. S. 137, 33 Sup. Ct. 76.

A person can be deprived of property under the Constitution only by proper methods and for a proper purpose. *Cf. Westervelt v. Gregg*, 12 N. Y. 202. See *Davidson v. New Orleans*, 96 U. S. 97, 107. The principal case holds that the ordinance deprives the plaintiff of his property without due process because it allows part of the property owners on a block to determine the extent of the use that other owners shall make of their property. See 1 DILLON, MUNICIPAL CORPORATIONS, 5 ed., § 244. A former decision justifies a similar ordinance on the ground that the purpose to be accomplished was a proper subject for the exercise of the police power. *Crowley v. Christensen*, 137 U. S. 86, 11 Sup. Ct. 13. But the principal case properly decides that the use of improper means to deprive a person of his property is alone enough to make the act unconstitutional. This leaves open the question whether the police power may be exercised for æsthetic purposes. When that question arises it is hoped that offenses to the eye will find the same disfavor accorded to offensive noises and odors. *Ex parte Foote*, 70 Ark. 12, 65 S. W. 706; *Slaughter-House Cases*, 16 Wall. (U. S.) 36. See 20 HARV. L. REV. 43.

CONSTITUTIONAL LAW — IMPAIRMENT OF THE OBLIGATION OF CONTRACTS — CHANGE OF REMEDY INCORPORATED IN THE OBLIGATION. — A statute authorizing materialmen and laborers on public works to sue on contractors' bonds provided that no action should be brought unless the plaintiff served a notice upon the obligors within ninety days after the last item of material or service furnished. This was amended so as to require the notice within ninety days after the completion of the contract and acceptance of the building. A party who furnished materials and service before the change in the law sued on a bond but complied with the amendment only. *Held*, that the amendment does not impair the obligation of the contract contained in the bond. *National Surety Co. v. Architectural Decorating Co.*, 226 U. S. 276, 33 Sup. Ct. 17.

A state may change the remedy on a contract without impairing the obligation. Accordingly it may vary conditions subsequent, such as statutes of limitation, or conditions precedent, such as statutory requirements of notice. *Pleasants v. Rohrer*, 17 Wis. 577; *Curtis v. Whitney*, 13 Wall. (U. S.) 68. Whether the remedy which remains is adequate depends upon the circumstances of each case. *Berry v. Ransdall*, 4 Metc. (Ky.) 292; *Wuart v. Winnick*, 3 N. H. 473; *Morris v. Carter*, 46 N. J. L. 260. But see *Read v. Frankfort Bank*, 23 Me. 318, 322. Clearly, a state may prescribe a more efficient remedy. *Bernheimer v. Converse*, 206 U. S. 516, 27 Sup. Ct. 755. But in the principal case the statute had been construed as though set out in the bond. See *Grant v. Berrisford*, 94 Minn. 45, 49, 101 N. W. 940, 942. It has been held that legislation may invalidate a provision in an insurance policy requiring suit within six months. *Smith v. Northern Neck Mutual Fire Association*, 112 Va. 192, 70 S. E. 482. The principal case goes even further, assuming that the statute was incorporated in the bond, for real conditions subsequent, as in the insurance policy, are enforced less strictly than conditions precedent. *Semmes v. Hartford Ins. Co.*, 13 Wall. (U. S.) 158; *New York Life Ins. Co. v. Statham*, 93 U. S. 24; *Thompson v. Phenix Ins. Co.*, 136 U. S. 287, 10 Sup. Ct. 1019. By the weight of authority, however, the Constitution protects express stipulations as to remedy. *Central Glass Co. v. Niagara Fire Ins. Co.*, 59 So. 972 (La., 1912); *Billmeyer v. Evans*, 40 Pa. 324; *Taylor v. Stearns*, 18 Gratt. (Va.) 244; *International Building & Loan Association v. Hardy*, 86 Tex. 610, 26 S. W. 497. See *Green v. Biddle*, 8 Wheat. (U. S.) 1, 84. *Cf. The Harrisburg*, 119 U. S. 199, 214, 7 Sup. Ct. 140, 147. See BLACK, CONSTITUTIONAL PROHIBITIONS, § 149. Where the parties impose conditions upon